

**OFFICIAL FILE**  
**ILLINOIS COMMERCE COMMISSION**

April 28, 2000



**ORIGINAL**  
GTE Service  
Corporation

1312 East Empire Street  
Bloomington, IL 61701

GTE NORTH INCORPORATED,  
GTE SOUTH INCORPORATED, and  
HAMILTON COUNTY COMMUNICATIONS, INC.

Joint Petition of GTE North Incorporated  
GTE South Incorporated, and  
Hamilton County Communications, Inc., pursuant to  
47 U.S.C. § 252 (i) regarding  
Adoption of an Interconnection  
Agreement.

CHIEF CLERK'S OFFICE  
APR 28 9 29 AM '00  
ILLINOIS  
COMMERCE COMMISSION

Ms. Donna Caton  
Chief Clerk  
Illinois Commerce Commission  
527 East Capitol Avenue  
P.O. Box 19280  
Springfield, IL 62794-9280

Dear Ms. Caton:

As directed by the Commission's April 26, 2000 Order in Docket No. 00-0225, enclosed for filing are the original and three (3) copies of the Adoption Letter signed by GTE and the accompanying amended GTE/US Xchange Agreement approved by the Commission in Docket No. 98 NA-042. Per the Commission's April 26, 2000 Order, these documents are to be filed in the GTE negotiated interconnection agreement binder maintained by your office.

If you have any questions, please call Matt Johnson, Specialist-Regulatory and Governmental Affairs, telephone number (309) 663-3501, fax number (309) 663-3073.

Very truly yours,

James R. Hargrave  
Assistant Vice President-  
Regulatory and Governmental Affairs

Enclosure

c: Mr. David Parkhill  
Hamilton County Communications, Inc.  
P.O. Box 40  
Dahlgren, IL 62828

Mr. Morton J. Posner  
Swidler, Berlin, Shereff, Friedman, LLP  
300 K. Street N.W., Suite 300  
Washington, DC 20007-5116  
(w/o attachments)

Connie Nicholas  
Assistant Vice President  
Wholesale Markets-Interconnection



GTE Network  
Services

HQE03B28  
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972/718-4586  
FAX 972/719-1523

November 29, 1999

David Parkhill  
Hamilton County Communications, Inc.  
PO Box 40  
Dahlgren, IL 62828

ILLINOIS  
COMMERCIAL  
COMMISSION  
APR 28 9 29 AM '00  
CHIEF CLERK'S OFFICE

Dear Mr. Parkhill:

We have received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996, you wish to adopt the terms of the Interconnection Agreement between US Xchange of Illinois, L.L.C. and GTE that was approved by the Commission as an effective agreement in the State of Illinois in Docket No. 98-NA-042 (Terms)<sup>1</sup>. The terms provide for the election by US Xchange of Illinois, L.L.C. of certain additional provisions from a GTE arbitrated agreement ("Arbitrated Provisions"). I understand you have a copy of the Terms.

Please be advised that our position regarding the adoption of the Terms is as follows.

On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court vacated Rule 51.319 of the FCC's First Report and Order, FCC 96-325, 61 Fed. Reg. 45476 (1996) and modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999).

Three aspects of the Court's decision are worth noting. First, the Court upheld on statutory grounds the FCC's jurisdiction to establish rules implementing the pricing provisions of the Act. The Court, though, did not address the substantive validity of the FCC's pricing rules. This issue will be decided by the Eighth Circuit on remand.

<sup>1</sup> \*These "agreements" are not agreements in the generally accepted understanding of that term. GTE was required to accept these agreements, which were required to reflect the then-effective FCC rules.

Second, the Court held that the FCC, in requiring ILECs to make available all UNEs, had failed to implement section 251(d)(2) of the Act, which requires the FCC to apply a "necessary" or "impair" standard in determining the network elements ILECs must unbundle. The Court ruled that the FCC had improperly failed to consider the availability of alternatives outside the ILEC's network and had improperly assumed that a mere increase in cost or decrease in quality would suffice to require that the ILEC provide the UNE. The Court therefore vacated in its entirety the FCC rule setting forth the UNEs that the ILEC is to provide. The FCC must now promulgate new UNE rules that comply with the Act.<sup>2</sup> As a result, any provisions in the Terms requiring GTE to provide UNEs are nullified.

Third, the Court upheld the FCC rule forbidding ILECs from separating elements that are already combined (Rule 315(b)), but explained that its remand of Rule 319 "may render the incumbents' concern on [sham unbundling] academic." In other words, the Court recognized that ILEC concerns over UNE platforms could be mooted if ILECs are not required to provide all network elements: "If the FCC on remand makes fewer network elements unconditionally available through the unbundling requirement, an entrant will no longer be able to lease every component of the network."

The Terms which Hamilton County Communications, Inc., "Hamilton" seeks to adopt does *not* reflect the Court's decision, and any provision in the Terms that is inconsistent with the decision is nullified.

GTE anticipates that after the FCC issues new final rules on UNEs, this matter may be resolved. In the interim, GTE would prefer not to engage in the arduous task of reforming agreements to properly reflect the current status of the law and then to repeat the same process later after the new FCC rules are in place. Without waiving any rights, GTE proposes that the parties agree to hold off amending (or incorporating the impact of the decision into) the Terms and let the section 252(i) adoption proceed by maintaining the status quo until final new FCC rules are implemented (the "New Rules"), subject to the following package of interdependent terms:

1. GTE will continue to provide all UNEs called for under the Terms until the FCC issues the New Rules even though it is not legally obligated to do so.
2. Likewise, Hamilton agrees not to seek UNE "platforms," or "already bundled" combinations of UNEs.
3. If the FCC does not issue New Rules prior to the expiration of the initial term of the Terms, GTE will agree to extend any new interconnection arrangement between the parties to the terms of this proposal until the FCC issues its New Rules.

---

<sup>2</sup> \*On November 5, 1999, the FCC released an order regarding a new list of UNEs that ILECs must offer to CLECs. At this time, the order is still not effective. GTE will comply with the requirements of this order when it becomes effective. Notwithstanding this, GTE does not waive, and hereby expressly reserves, the right to challenge the legality of this order.

4. By making this proposal (and by agreeing to any settlement or contract modifications that reflect this proposal), GTE does not waive any of its rights, including its rights to seek recovery of its actual costs and a sufficient, explicit universal service fund. Nor does GTE waive its position that, under the Court's decision, it is not required to provide UNEs unconditionally. Moreover, GTE does not agree that the UNE rates set forth in any agreement are just and reasonable and in accordance with the requirements of sections 251 and 252 of Title 47 of the United States Code.
5. The provisions of the contract that might be interpreted to require reciprocal compensation or payment as local traffic from GTE to the telecommunications carrier for the delivery of traffic to the Internet are not available for adoption and are not a part of the 252(i) agreement pursuant to FCC Rule 809 and paragraphs 1317 and 1318 of the First Report and Order.

GTE believes that the first four conditions above are adequately explained by the first part of this letter. The reason for the last condition is the FCC gave the ILECs the ability to except 252(i) adoptions in those instances where the cost of providing the service to the requesting carrier is higher than that incurred to serve the initial carrier or there is a technical incompatibility issue. The issue of reciprocal compensation for traffic destined for the Internet falls within FCC Rule 809. GTE never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and the corresponding obligation of reciprocal compensation. Despite the foregoing, some forums have interpreted the issue to require reciprocal compensation to be paid. This produces the situation where the cost of providing the service is not cost based under Rule 809 or paragraph 1318 of the First report and Order. As a result, that portion of the contract pertaining to reciprocal compensation is not available under this 252(i) adoption. In its place are provisions that exclude ISP Traffic from reciprocal compensation. Specifically, the definition of "Local Traffic" includes this provision: "Local Traffic excludes information service provider ("ISP") traffic (i.e., Internet, 900 – 976, etc)".

In sum, GTE's proposal as described above would maintain the status quo until the legal landscape is settled.

Hamilton's adoption of the US Xchange of Illinois, L.L.C. Terms shall become effective upon filing of this letter with the Illinois Commerce Commission and remain in effect no longer than the date the US Xchange of Illinois, L.L.C. Terms are terminated. The US Xchange of Illinois, L.L.C. arbitrated agreement is currently scheduled to expire on February 3, 2001.

David Parkhill  
November 29, 1999  
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As these Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Terms does not in any way constitute a waiver by GTE of its position as to the illegality or unreasonableness of certain Arbitrated Provisions or a portion thereof, nor does it constitute a waiver by GTE of all rights and remedies it may have to seek review of the Arbitrated Provisions, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant with respect to the Arbitrated Provisions, or to seek review in any way of any provisions included in these Terms as a result of Hamilton's 252(i) election.

Nothing herein shall be construed as or is intended to be a concession or admission by either GTE or Hamilton that any Arbitrated Provisions comply with the rights and duties imposed by the Telecommunications Act of 1996, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both GTE and Hamilton expressly reserve their full right to assert and pursue claims arising from or related to the Arbitrated Provisions. GTE contends that certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals.

Should Hamilton attempt to apply such conflicting provisions, GTE reserves its rights to seek appropriate legal and/or equitable relief. Should any provision of the Terms be modified, such modification would likewise automatically apply to this 252(i) adoption.

Please indicate by your countersignature on this letter your understanding of and commitment to the following three points:

- (A) Hamilton adopts the Terms of the US Xchange of Illinois, L.L.C. agreement for interconnection with GTE and in applying the Terms, agrees that Hamilton be substituted in place of US Xchange of Illinois, L.L.C. in the Terms wherever appropriate.
- (B) Hamilton requests that notice to Hamilton as may be required under the Terms shall be provided as follows:


To : Hamilton County Communications, Inc.  
Attention: David Parkhill  
PO Box 40  
Dahlgren, IL 62828  
Telephone number: 618/736-2211  
FAX number: 618/736-2616

David Parkhill  
November 29, 1999  
Page 5

- (C) Hamilton represents and warrants that it is a certified provider of local dialtone service in the State of Illinois, and that its adoption of the Terms will cover services in the State of Illinois only.

Sincerely,

GTE North Incorporated  
GTE South Incorporated

  
\_\_\_\_\_  
Connie Nicholas  
Assistant Vice President  
Wholesale Markets-Interconnection

Reviewed and countersigned as to points A, B, and C only:

Hamilton County Communications, Inc.

\_\_\_\_\_  
David Parkhill

c: D. Dye - HQE03B73 - Irving, TX



GVNW CONSULTING, INC.

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FAX 217.698.2715  
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January 4, 2000

Dina Dye  
GTE Network Services  
HQEO3B73  
600 Hidden Ridge  
P.O. 152092  
Irving, TX 75038

**Re: Hamilton County Communications, Inc.  
Adoption of GTE/US Xchange Interconnection Agreement**

As an authorized representative of Hamilton County Communications, Inc. ("Hamilton"), I have been directed to inform you that, pursuant to Section 252(i) of the Telecommunications Act, it is the intent of Hamilton to adopt the GTE/US Xchange interconnection agreement that was approved by the Illinois Commerce Commission ("the Commission") in Docket 98 NA-042.

However, Hamilton will not sign the adoption letter that you sent to David Parkhill on November 29, 1999 due to the fact that GTE's position on its unbundling requirements is inconsistent with the current regulatory environment. Specifically, your letter refers to a time in which the FCC UNE rules were vacated by the Supreme Court, yet ignores the fact that the FCC has recently reissued its UNE rules. Since the new UNE rules require GTE to unbundle all of the elements set forth in the agreement, GTE is required, pursuant to Section 252(i), to abide by all of UNE terms and conditions set forth in the adopted agreement.

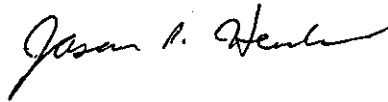
In addition, Hamilton will not sign the adoption letter because to do so may cause Hamilton to forfeit any reciprocal compensation payments to which it may be entitled for terminating calls to ISPs. Specifically, the agreement states that the ultimate decision as to whether reciprocal compensation applies to calls terminated to ISPs shall be left up to the courts (Article IV 3.1.1), whereas your proposed adoption letter (point 5 on page 3) would require Hamilton to forfeit all reciprocal compensation payments for calls terminated to ISPs even if the Supreme Court rules that reciprocal compensation applies to such calls.

Based on the foregoing, it is Hamilton's intent to adopt the GTE/US Xchange agreement in its entirety. Hamilton neither accepts nor acknowledges any deviations from the existing GTE/US Xchange agreement other than those minimal changes, such as changing company names, necessary to ensure that

the agreement is applicable to Hamilton. Accordingly, Hamilton fully expects GTE to provide services to Hamilton in accordance with the terms and conditions of the GTE/US Xchange Agreement, including all amendments, and hereby expressly reserves its right to seek enforcement of those terms and conditions.

In order to ensure that there is no unnecessary delay in Hamilton's provision of competitive services, please file the agreement and this letter with the Commission by February 9, 2000.

Sincerely,

A handwritten signature in cursive script, reading "Jason P. Hendricks".

Jason P. Hendricks  
Authorized Representative

cc: David Parkhill, Hamilton County Communications, Inc.



1. Hamilton adopts the Terms of the US Xchange of Illinois, L.L.C. agreement for interconnection with GTE and in applying the Terms, agrees that Hamilton be substituted in place of US Xchange of Illinois, L.L.C. in the Terms wherever appropriate.
2. Hamilton requests notice to be sent to Hamilton as may be required under the Terms shall be provided as follows:

To: Hamilton County Communications, Inc.  
Attention: David Parkhill  
PO Box 40  
Dahlgren, IL 62828  
Telephone number: 618/736-2211  
Fax number: 618/736-2616
3. Hamilton represents and warrants that it is a certified provider of local dialtone service in the state of Illinois, and that its adoption of the terms will cover services in the State of Illinois only.

  
David Parkhill  
Hamilton County Communications, Inc.

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**INTERCONNECTION, RESALE, and UNBUNDLING AGREEMENT**

**BETWEEN**

**GTE SOUTH INCORPORATED  
GTE NORTH INCORPORATED  
AND**

**US XCHANGE OF ILLINOIS, L.L.C..**

CHIEF CLERK'S OFFICE

APR 28 9 29 AM '00

ILLINOIS  
COMMERCE COMMISSION

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is made by and between GTE South Incorporated, GTE North Incorporated with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and US Xchange of Illinois, L.L.C., in its capacity as a certified provider of local dial-tone service, with its principal place of business at 20 Monroe N.W., Suite 450, Grand Rapids, Michigan 49503 ("USX") (GTE and USX being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Illinois (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 and 252 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs and incumbent LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain unbundled network elements and physical collocation of equipment in LEC premises;

WHEREAS, GTE is entering, under protest, into certain aspects of this Agreement that incorporate adverse results from the arbitrated agreements or which may be approved by the Commission in this state and is doing so in order to avoid the expense of arbitration while at the same time preserving its legal positions, rights and remedies.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and USX hereby covenant and agree as follows:

ARTICLE I  
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and reciprocal access to their poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by USX of certain telecommunications services provided by GTE in its franchise areas for resale by USX, the general rules supplemental to the tariff for the purchase by USX of certain unbundled network elements from GTE, and the terms and conditions of the collocation of certain equipment of USX in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Illinois Commerce Commission (the "Commission"), and the Parties will specifically request that the Commission refrain from taking any action to modify, supplement, suspend or otherwise delay implementation of this Agreement. USX may elect terms other than those set forth in this Agreement to the extent required under 47 U.S.C. 252 (i) of the Act, final regulations thereunder and relevant court decisions.

Notwithstanding these commitments, the Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement. If negotiation by the Parties of future interconnection agreements following this one is unsuccessful and either Party requests arbitration of any unresolved issue pursuant to Section 252(b) of the Act, nothing in this Agreement shall be given any weight in such arbitration as evidence of what rates, terms, or conditions either Party would consider to satisfy the requirements of Section 251. GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper. USX's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

The services and facilities to be provided to USX by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. GTE will provide notification to USX before such a tariff becomes effective, and USX may provide input on such proposed tariff. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement.

The Parties execution of this Agreement is not a concession or waiver in any manner concerning either Parties position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper.

## ARTICLE II DEFINITIONS

- 1 General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.
- 1.1 "Access Service Request" (ASR) means an industry standard form used by the Parties to add, establish, change or disconnect services or facilities as provided elsewhere in this Agreement for the purposes of Interconnection.
  - 1.2 "Act" means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
  - 1.3 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity
  - 1.4 "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
  - 1.5 "Applicable Law" shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
  - 1.6 "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point ("PSAP") to route the call."
  - 1.7 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
  - 1.8 "Bellcore" means Bell Communications Research, Inc., or its successor or assign.
  - 1.9 "Bill-and-Keep Arrangement" means a compensation arrangement whereby the Parties do not render bills to each other for the termination of traffic specified in this Agreement and whereby LECs and CLECs terminate local exchange traffic originating from end-users served by the networks of other LECs or CLECs without explicit charging among or between said carriers for such traffic exchange.
  - 1.10 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
  - 1.11 "Central Office Switch" means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits

between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

- 1.12 "CLLI Codes" means Common Language Location Identifier Codes.
- 1.13 "Commission" means the Illinois Commerce Commission.
- 1.14 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.15 "Competitive Local Exchange Carrier" (CLEC) means USX, as a company authorized to provide local exchange services in competition with an ILEC.
- 1.16 "Compliance with respect to environmental provisions" Environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.17 "Conduit" means a tube or protection device that may be used to house communication or electrical cables. Conduit may be used underground or above ground and may contain one or more inner ducts.
- 1.18 "DS-1" is a digital signal rate of 1.544 Mbps.
- 1.19 "DS-3" is a digital signal rate of 44.736 Mbps.
- 1.20 "Electronic File Transfer" refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.21 "E-911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.
- 1.22 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.
- 1.23 "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.24 "EIS" or "Expanded Interconnection Service" means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.

- 1.25 "Facility" All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person.
- 1.26 "FCC" means the Federal Communications Commission.
- 1.27 "Guide" means the GTE Customer Guide for CLEC Establishment of Services - Resale and Unbundling, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide has been provided to USX.
- 1.28 "Interconnection" means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.29 "Interconnection Point" ("IP") means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.30 "Interim Number Portability (INP)" means, pending the availability on an industry-wide basis of long-term number portability, the delivery of LNP capabilities, with as little impairment of functioning, quality, reliability, and convenience as possible, through the use of (1) RCF, or (2) DID, or (3) such capabilities other than RCI or DID as may be provided in applicable tariffs.
- 1.31 "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide long distance communications services.
- 1.32 "ISDN" or "Integrated Services Digital Network" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- 1.33 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.34 "Line Information Data Base (LIDB)" means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.
- 1.35 "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.36 "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.37 "Local Exchange Routing Guide" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 1.38 "Local Traffic" means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving



area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS."

- 1.39 "Number Portability" or "Local Number Portability (LNP)" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.40 "Local Service Request" or "LSR" is the form used to order resale and unbundled services. This form is part of the Guide, and may be updated from time-to-time by GTE and/or through industry forums (such as the Ordering and Billing Forum), and is required before services can be established.
- 1.41 "MDF" or "Main Distribution Frame" means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.42 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.43 "MECAB" refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.44 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STIS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.45 "Mid-Span Fiber Meet" means an interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.46 "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States and other countries comprising World Numbering Zone 1.
- 1.47 "Network Element" means a facility or equipment used in the provision of a telecommunications service. Network Element also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.
- 1.48 "NID" or "Network Interface Device" means the point of demarcation between the end user's inside wiring and GTE's facilities.

- 1.49 "911 Service" means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.50 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.51 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.52 "Owner and Operator" As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.53 "POI" means Point of Interconnection.
- 1.54 "Provider" means GTE and "Customer" means USX with respect to those services performed by GTE pursuant to Article IV and any services for resale or unbundled network elements provided by GTE pursuant to Articles V and VI. USX shall be referred to as Provider and GTE shall be referred to as Customer with respect to those services performed by USX pursuant to Article IV.
- 1.55 "PSAP" means Public Safety Answering Points.
- 1.56 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.57 "Real Time" means interactive system-to-system communications and response (note: the speed of interaction of the systems will necessarily depend upon accuracy of input and network capabilities), with the reporting on, or the recording of, the event as simultaneous with the occurrence of the event as the actual system permits.
- 1.58 "Routing Point" denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

- 1.59 "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.60 "Service Switching Point" or "SSP" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.61 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.62 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.63 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy.
- 1.64 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.65 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.66 "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 1.67 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.68 "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.69 Undefined Terms The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.70 "Vertical Features" (including "CLASS Features") means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

- 1.71 "Wire Center" means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.